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CLERK US DISTRICT COURT DISTRICT OF NEVADA	
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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

14 This is a standard foreclosure case involving one property. Plaintiffs sued Aurora Loan  
15 Services LLC (“Aurora”), Quality Loan Service Corp. (“QLS”), and Jim McGill in state court  
16 for quiet title, debt collection violations, and breach of the implied covenant of good faith and  
17 fair dealing. Defendants removed. The Court has denied a motion to remand and a motion to  
18 certify a question to the Nevada Supreme Court and has granted Aurora’s motion to dismiss.  
19 The case is not part of Case No. 2:09-md-02119-JAT in the District of Arizona and appears  
20 ineligible for transfer. Pending before the Court is QLS’s Motion for Summary Judgment (ECF  
21 No. 19). For the reasons given herein, the Court grants the motion.

## I. THE PROPERTY

23 John L. and Kathleen M. Kehoe gave First Magnus Financial Corp. a \$907,500  
24 promissory note, secured by a deed of trust (“DOT”), to purchase real property at 821 Golfers  
25 Pass Rd., Incline Village, NV 89451 (the “Property”). (DOT 1-3, Oct. 20, 2006, ECF No. 19-1).

1 First American Title was the trustee on the DOT. (*See id.* 2). Plaintiffs defaulted. Mortgage  
2 Electronic Registration Systems (“MERS”) substituted QLS as trustee on Feb. 2, 2009, (*see*  
3 Substitution, Feb. 2, 2009, ECF No. 19-2), and QLS filed the Notice of Default (“NOD”) the  
4 same day, (*see* NOD, Feb. 2, 2009, ECF No. 19-3). QLS scheduled a trustee’s sale for March  
5 31, 2010, (*see* Notice of Trustee’s Sale (“NOS”) 1–2, Mar. 3, 2010, ECF No. 19-4), and sold the  
6 Property to Aurora on that date, (*see* Trustee’s Deed 1–2, Apr. 1, 2010, ECF No. 19-5).

7 **II. ANALYSIS**

8 The foreclosure in this case was statutorily proper. Plaintiffs also allege deceptive trade  
9 practices. QLS is not a debt collector under the Fair Debt Collection Practices Act (“FDCPA”),  
10 at least not by merely filing the NOD or NOS. *See, e.g., Karl v. Quality Loan Serv. Corp.*, --- F.  
11 Supp. 2d ----, 2010 WL 5464812, at \*7 (D. Nev. Dec. 13, 2010) (citing *Montgomery v.*  
12 *Huntington Bank*, 346 F.3d 693, 698 (6th Cir. 2003); *Perry v. Stewart Title Co.*, 756 F.2d 1197,  
13 1208 (5th Cir. 1985); *Mansour v. Cal-Western Reconveyance Corp.*, 618 F. Supp. 2d 1178, 1182  
14 (D. Ariz. 2009)). The state statute Plaintiff invokes relies directly and coextensively on FDCPA  
15 and does not provide a private cause of action in any case. *See* Nev. Rev. Stat. § 649.370;  
16 *Valenzuela v. Lime Fin. Servs., Ltd.*, 2011 WL 221722, \*2–3 (D. Nev. Jan. 20, 2011).

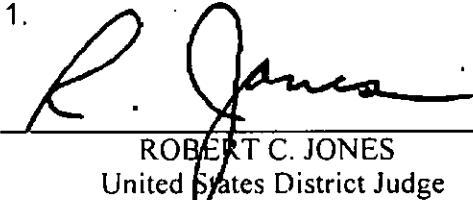
17 **CONCLUSION**

18 IT IS HEREBY ORDERED that the Motion for Summary Judgment (ECF No. 19) is  
19 GRANTED.

20 IT IS FURTHER ORDERED that the claims against McGill are dismissed, as he is  
21 alleged only to have cried the foreclosure sale, which was proper.

22 IT IS SO ORDERED.

23 Dated this 24th day of March, 2011.

24   
25 ROBERT C. JONES  
United States District Judge